

**BUSINESS AFFAIRS AND HUMAN RESOURCES
DECEMBER 1, 2005**

TAB	DESCRIPTION	ACTION
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	BOISE STATE UNIVERSITY	
1	Dean of College of Business & Economics - Appointment	Motion to approve
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	BOISE STATE UNIVERSITY	
2	Athletics Director – Multi-year Contract Addendum	Motion to approve
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BUSINESS AFFAIRS AND HUMAN RESOURCES
DECEMBER 1, 2005

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY

SUBJECT

Boise State University requests approval of the appointment for the Dean of the College of Business & Economics at a salary that is equal to or higher than 75% of the chief executive officer's annual salary.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section II. B.3.a.(2)b. and II.F.2.b(1).

DISCUSSION

Boise State University is hiring a new Dean of the College of Business & Economics, Howard L. Smith.

IMPACT

The initial appointment of this employee is requested at a salary that is equal to or higher than 75% of the chief executive officer's annual salary and is also higher than the College and University Professional Association for Human Resources (CUPA) median.

STAFF COMMENTS AND RECOMMENDATIONS

Staff has reviewed this request for conformance with Board policy, including notation by the institution of the relationship of the requested salary to the College and University Personnel Association (CUPA) median, and recommends approval.

BOARD ACTION

A motion to approve the request by Boise State University to appoint the Dean of the College of Business & Economics at a salary of \$175,000.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**BUSINESS AFFAIRS AND HUMAN RESOURCES
DECEMBER 1, 2005**

**INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY - continued**

**EMPLOYMENT OF ADMINISTRATOR—SALARY LEVEL NEEDS STATE BOARD OF
EDUCATION APPROVAL**

Position Title:	Howard L. Smith
Type of Position	Dean, College of Business & Economics
FTE	Faculty appointment with tenure
Term of Appointment	1.0 FTE
Effective Date	12 month
Salary Range	June 1, 2006
Funding Source	\$175,000
Area/Department of Assignment	Appropriated Funds
Duties and Responsibilities	College of Business & Economics
Justification:	Provide leadership and management of the College of Business and Economics. Position required for successful operation of College. Salary is comparable to other salary levels for similar positions in AACSB-accredited higher education institutions. This is a highly competitive market. CUPA median salary is \$170,587.

REFERENCE - APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES

Subsection: B. Appointment Authority and Procedures

August 2002

B. Appointment Authority and Procedures

1. Nothing herein may be construed to be in limitation of the powers of the Board as defined by Sections 33-3006, 33-3104, 33-2806, and 33-4005, Idaho Code, or as otherwise defined in the Idaho Constitution or Code.
2. **Delegation of Authority**
The Board delegates all authority for personnel management not specifically retained to the executive director and the chief executive officers consistent with the personnel policies and procedures adopted by the Board. In fulfilling this responsibility, the executive director and chief executive officers, or their designees, may exercise their authority consistent with these policies and procedures. Provided, however, that the Board retains the authority for taking final action on any matter so identified anywhere in these policies and procedures.
3. **Specifically Reserved Board Authority**
(Note: This is not an exclusive or exhaustive list and other reservations of Board authority may be found in other areas of these policies and procedures.) Board approval is required for the following:
 - a. **Position Authorizations**
(1) Any permanent new position, regardless of funding source, requires Board approval. Agenda Item Format: Requests for new position authorizations must include the following information:
 - (a) position title;
 - (b) type of position;
 - (c) FTE
 - (d) Term of appointment;
 - (e) Effective date;
 - (f) approximate salary range;
 - (g) funding source;
 - (h) area or department of assignment;
 - (i) a description of the duties and responsibilities of the position; and
 - (j) a complete justification for the position

BUSINESS AFFAIRS AND HUMAN RESOURCES
DECEMBER 1, 2005

(2) Any permanent position being deleted. The affected position should be identified by type, title, salary, area or department of assignment, and funding source.

b. The initial appointment of all employees to any type of position at a salary that is equal to or higher than 75% of the chief executive officer's annual salary.

c. The employment agreement of any head coach or athletic director (at the institutions only) longer than one year, and all amendments thereto.

d. The criteria established by the institutions for initial appointment to faculty rank and for promotion in rank, as well as any additional faculty ranks and criteria as may be established by an institution other than those provided for in these policies (see subsection G.) Any exceptions to the approved criteria also require Board approval.

e. The procedures established for periodic performance review of tenured faculty members. (see subsection G.)

F. Policies Regarding Nonclassified Employees

2. Compensation

b. Salaries, Salary Increases and other Compensation related items

(1) Salaries for new appointments to dean, associate/assistant dean, vice president, and president/vice president direct-report positions may not exceed the median rate for such position established by the College and University Professional Association for Human Resources (CUPA), or its equivalent, without prior Board approval.

BUSINESS AFFAIRS AND HUMAN RESOURCES
DECEMBER 1, 2005

INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY

SUBJECT

Boise State University requests approval of a multi-year contract addendum for Gene Bleymaier, the Athletics Director.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section II. B.3.a(2)c. and II.H.

DISCUSSION

Boise State University intends to supplement the Employment Contract for Gene Bleymaier (see Attachment 1). The base employment contract (based on the SBOE model contract-Attachment 2) approved by the Board will remain unchanged. This item replaces the "ADDENDUM TO EMPLOYMENT CONTRACT" (Attachment 3) regarding compensation that was effective July 1, 2003.

The term is five years, which will expire on June 30, 2010. The total salary is \$220,000 for each year of contract with additional incentives and expectations as detailed in the attached proposed contract.

IMPACT

This multi-year contract for the athletic director increases the total annual salary and provides additional incentives and performance expectations. The funding for the additional salary and incentives are from private sources and a two percent increase in appropriated salary.

STAFF COMMENTS AND RECOMMENDATIONS

Staff posed several questions to BSU regarding the terms of this contract and received replies that answered the questions.

Staff has reviewed this request for conformance with Board Policy and recommends approval.

BOARD ACTION

A motion to approve the request by Boise State University to offer a multi-year contract addendum for Gene Bleymaier, Athletics Director, in the form presented to the Board.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**BUSINESS AFFAIRS AND HUMAN RESOURCES
DECEMBER 1, 2005**

**INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY - continued**

**SECOND ADDENDUM TO EMPLOYMENT CONTRACT FOR GENE BLEYMAIER,
ATHLETICS DIRECTOR—SALARY LEVEL NEEDS STATE BOARD OF
EDUCATION APPROVAL**

Position Title	Gene Bleymaier
Type of Position	Athletics Director
FTE	Director
Term of Appointment	1.0 FTE
Effective Date	60 month
Salary Range	July 1, 2005
	Salary of: \$220,000 (\$106,800 from appropriated funds; \$113,200 from non-appropriated funds including Foundation/BAA General Contribution Funds, Media contract funds, Humanitarian/MPC Bowl Payments
Funding Source	Appropriated and Local
Area/Department of Assignment	Intercollegiate Athletics Department
Duties and Responsibilities	Oversight of all University athletics
Justification:	This contract addendum is designed to continue the employment of the Athletic Director and bring the salary for the position closer to the WAC average.

SECOND ADDENDUM TO EMPLOYMENT

CONTRACT FOR GENE BLEYMAIER

This document is intended to supplement the Employment Contract for Gene Bleymaier by Boise State University, dated _____, 2005 and replaces the "ADDENDUM TO EMPLOYMENT CONTRACT" that was effective July 1, 2003. The following terms are considered a part of the Employment Contract and are incorporated therein by reference, with all other provisions of the Employment Contract not addressed herein remaining unchanged. The additional terms are as follows:

1. Term. This is a five (5) year contract. The five (5) years will expire on June 30, 2010.
2. Salary. The total salary of \$220,000 for the each year of this contract is broken down as follows:
 - A. \$106,800 Appropriated Funds *
 - B. \$113,200 Athletics Department Non-State Funds; from the following sources:
 - Foundation/BAA General Contribution Funds
 - Media Contract Funds
 - Humanitarian/MPC Bowl Payments
- * Any raises given over the life of this contract may increase this figure. Provided, however, that any such raises are at the sole discretion of the President of Boise State University and may be subject to the approval of the State Board of Education.
3. All funds provided for in section 2 of this addendum shall be paid through the University's normal bi-weekly payroll with the applicable withholdings as required by law and applicable deductions as directed by Mr Bleymaier.
4. Mr. Bleymaier is entitled to the use of a courtesy car through the athletic department tradeout program, if available, for his business use.
5. The University shall provide Mr. Bleymaier with a country club membership during the term of this contract
6. Additional Expectations:
 - A. Role of Athletic Director: Mr. Bleymaier is expected to devote himself fulltime to the effective management of the Athletic Department. Duties and responsibilities will be those customarily associated with the position of an athletic director at a Division 1-A university.

- B. Mr. Bleymaier agrees to supervise and manage his department to insure, to the maximum extent possible, that all staff follow applicable University policies, State Board of Education policies, NCAA, and applicable conference rules and regulations at all times.
 - C. Manage departmental fiscal areas consistent with State Board of Education policies and the policies of Boise State University.
 - D. Maintain student athlete graduations within six (6) years at a rate equal to or better than the general BSU student body.
7. Incentives. The following annual incentives are available to Mr. Bleymaier conditioned upon the successful completion of the Additional Expectations enumerated above, conditioned upon compliance with all terms of the Employment Contract, and conditioned upon his continued employment to the July following the year the incentive criteria was met. Further, all funds provided for in this section 7 shall be paid in one lump sum through the University's payroll system with the applicable withholdings as required by law and applicable deductions as directed by Mr. Bleymaier. All the below amounts are cumulative. Provided, however, that the total amount paid in any one year cannot exceed 25% of the Salary set forth in section 2 above.

A. Overall Departmental Performance:

NACDA Director's Cup National Sports Award:

Top 25	= \$12,500
Top 50	= \$10,000
Top 100	= \$7,500
Top 150	= \$5,000

B. Academic Performance:

- 1. For the first two years of this agreement (ending June 30, 2006 and June 30, 2007), as long as the athletic department meets the NCAA Academic Progress Report (APR) minimum goal of 925, and if student athletes' graduation rate exceeds the general student body's rate by the following rates, then the following incentives will be earned:

<u>Graduation rates</u>	<u>Incentive pay</u>
5%	\$1,500
10%	\$3,000
15%	\$4,500
20%	\$6,000
25%	\$7,500

2. For the remaining three years of this agreement (ending June 30, 2008, June 30, 2009 and June 30, 2010) the following NCAA APR scores shall be used to determine the applicable incentives:

<u>Department APR Score</u>	<u>Incentive pay</u>
940-944	\$5,000
945-949	\$6,500
950-954	\$8,000
955-959	\$9,500
960-964	\$11,000
965-969	\$12,500
970 or above	\$15,000

C. Conference Championships:

Football	\$10,000
Basketball (Men or Women)	\$10,000
All other sports	\$2,000 (per sport)

D. If Not Conference Champions:

Football Bowl Appearance	\$7,500
NCAA Basketball Tournament Appearance (Men or Women)	\$7,500
NIT Basketball Tournament Appearance (Men or Women)	\$3,000

E. NCAA or NIT Basketball Tournament Finish (Men or Women):

NCAA "Sweet Sixteen" or Higher	\$5,000
NIT Third Round or Higher	\$3,000

F. Top 25 National Finish by Any Sport Team: \$2,500/team

MR BLEYMAIER

BOISE STATE UNIVERSITY

Gene Bleymaier

Robert W. Kustra, President

Date: _____

Date: _____

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ADDENDUM TO EMPLOYMENT CONTRACT

GENE BLEYMAIER

This document is intended to supplement the Employment Contract for Gene Bleymaier by Boise State University, dated June 19, 2003. The following terms are considered a part of that Employment Contract and are incorporated therein by reference. The additional terms are as follows:

1. Term. This is a five (5) year contract. The five (5) years will expire on June 30, 2008.
2. Salary. The total salary of \$155,748 for the each year of this contract is broken down as follows:
 - A. \$100,748 Appropriated Funds *
 - B. \$25,000 Foundation/BAA General Contribution Funds
 - C. \$25,000 Media Contract Funds
 - D. \$5,000 Humanitarian Bowl Work

* Any raises given over the life of this contract may increase this figure. Provided, however, that any such raises are at the sole discretion of the President of Boise State University and may be subject to the approval of the State Board of Education.
3. All funds provided for in section 2 of this addendum shall be paid through the University's normal bi-weekly payroll with the applicable withholdings as required by law and applicable deductions as directed by Mr. Bleymaier.
4. Supplemental Pay. In addition to the above salary, Mr. Bleymaier shall be paid the following payments from the Foundation's Athletic Director Retention Fund (JR59) account:
 - A. On July 1, 2003, a payment of \$33,333
 - B. On January 1, 2004, a payment of \$33,333
 - C. On January 1, 2005, a payment of \$33,333 plus any and all interest accrued in the Foundation's Athletic Director Retention Fund (JR59) account
5. All three payments provided for in section 4 of this addendum shall each be paid in one lump sum through the University's payroll system with the applicable withholdings as required by law and applicable deductions as directed by Mr. Bleymaier.

6. Mr. Bleymaier is entitled to the use of a courtesy car, if available, for his business use.
7. The University shall provide Mr. Bleymaier with a country club membership during the term of this contract.
8. Additional Expectations:
 - A. Role of Athletic Director: Mr. Bleymaier is expected to devote himself fulltime to the effective management of the Athletic Department. Duties and responsibilities will be those customarily associated with the position of an athletic director at a Division 1-A university.
 - B. Mr. Bleymaier agrees to supervise and manage his department to insure, to the maximum extent possible, that all staff follow applicable University policies, State Board of Education policies, NCAA, and applicable conference rules and regulations at all times.
 - C. Manage departmental fiscal areas consistent with State Board of Education policies and the policies of Boise State University.
 - D. Maintain student athlete graduations within six (6) years at a rate equal to or better than the general BSU student body.
9. Incentives. The following annual incentives are available to Mr. Bleymaier conditioned upon the successful completion of the Additional Expectations enumerated above, conditioned upon his continued employment to the July following the year the incentive criteria was met. Further, all funds provided for in this section 9 shall be paid in one lump sum through the University's payroll system with the applicable withholdings as required by law and applicable deductions as directed by Mr. Bleymaier:

A. Departmental Performance

Sear's Cup National Sports Award:

Top 50	= \$10,000
Top 100	= \$7,500
Top 150	= \$5,000

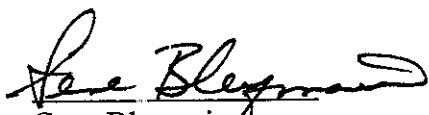
B. Academic Performance. If student athletes' graduation rate exceeds the general student body's rate then the following incentives will be earned:

<u>Graduation rates</u>	<u>Incentive pay</u>
25%	\$7,500
20% ✓	\$6,000
15%	\$4,500
10%	\$3,000
5%	\$1,500

C. Post-Season Competition:

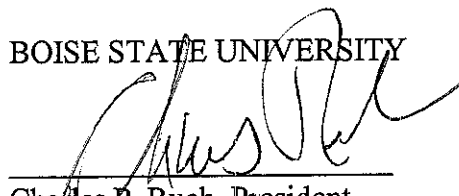
Football Bowl Appearance	\$7,500 ✓
NCAA Men's Basketball Tournament Appearance	\$7,500
NCAA Women's Basketball Tournament Appearance	\$7,500

MR. BLEYMAIER


Gene Bleymaier

Date: 6-19-03

BOISE STATE UNIVERSITY


Charles P. Ruch, President

Date: 6/19/03

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EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between Boise State University (University), and Gene Bleymaier (Athletic Director).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Gene Bleymaier as the Athletic Director of its intercollegiate sport program (Program). Athletic Director represents and warrants that he is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Athletic Director shall report and be responsible directly to the University's President or the President's designee. Athletic Director shall abide by the reasonable instructions of President or the President's designee and shall confer with the President or the President's designee on all administrative and technical matters.

1.3. Duties. Athletic Director shall manage and supervise the Program and shall perform such other duties in the University's athletic program as the President may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Athletic Director to duties at the University other than as Athletic Director, provided that Athletic Director's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation and incentives as provided in section 9 of the attached addendum shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of five (5) years, commencing on July 1, 2003 and terminating, without further notice to Athletic Director, on June 30, 2008 unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Athletic Director, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of University's Board of Trustees. This Agreement in no way grants to Athletic Director a claim to tenure in employment, nor shall Athletic Director's service pursuant to this agreement count in any way toward tenure at the University.

ARTICLE 3

3.1 Compensation

3.1.1 In consideration of Athletic Director's services and satisfactory performance of this Agreement, the University shall provide to Athletic Director compensation as set forth in the attached addendum. Accompanying such compensation shall be:

- a) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Athletic Director hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits

3.2. Media. Agreements requiring the Athletic Director to participate in Programs related to his duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Athletic Director. Athletic Director agrees to cooperate with the University in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Athletic Director nor any assistant Athletic Department employees shall appear without the prior written approval of the President on any competing radio or television program (including but not limited to a call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the President, Athletic Director shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

3.2.1 Athletic Director agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Athletic Director, during official practices and games and during times when Athletic Director or any part of the Program is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University.

ARTICLE 4

4.1. Athletic Director's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Athletic Director, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Athletic Director's full time and best efforts to the performance of Athletic Director's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation of all Program sport participants to enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage all Program participants to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference, and the NCAA; supervise and take appropriate steps to ensure that Athletic Director's employees know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the President and to the Department's Director of Compliance if Athletic Director has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Athletic Director shall cooperate fully with the University and Department at all times. The applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) University's Policy Manual; (c) the policies of the Department; (d) NCAA rules and regulations; and (e) the rules and regulations of the conference of which the University is a member.

4.2. Outside Activities. Athletic Director shall not undertake any business, professional or personal activities, or pursuits that would prevent Athletic Director from devoting Athletic Director's full time and best efforts to the performance of Athletic Director's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Athletic Director may, with the prior written approval of the President, enter into separate arrangements for outside activities and endorsements which are consistent with Athletic Director's obligations under this Agreement. Athletic Director may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the President.

4.3. NCAA Rules. In accordance with NCAA rules, Athletic Director shall obtain prior written approval from the University's President for all athletically related

income and benefits from sources outside the University and shall report the source and amount of all such income and benefits to the University's President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. In no event shall Athletic Director accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the conference, or the NCAA.

4.4 Hiring Authority. Athletic Director shall have the responsibility and the sole authority to recommend to the President the hiring and termination of Program personnel, but the decision to hire or terminate shall be made by the President and shall, when necessary or appropriate, be subject to the approval of President and the University's Board of Trustees.

4.5 Scheduling. Athletic Director shall make decisions with respect to the scheduling of competitions for sports in the Program.

4.7 Other Athletic Director Opportunities. Athletic Director shall not, under any circumstances, interview for, negotiate for, or accept employment as a Athletic Director at any other institution of higher education requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the President. Such approval shall not unreasonably be withheld.

ARTICLE 5

5.1 Termination of Athletic Director for Cause. The University may, in its discretion, suspend Athletic Director from some or all of Athletic Director's duties, temporarily or permanently, and with or without pay; reassign Athletic Director to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.

5.1.1 In addition to the definitions contained in applicable policies, rules and regulations, University and Athletic Director hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

- a) A deliberate or major violation of Athletic Director's duties under this agreement or the refusal or unwillingness of Athletic Director to perform such duties in good faith and to the best of Athletic Director's abilities;

- b) The failure of Athletic Director to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University;
- c) A deliberate or major violation by Athletic Director of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Athletic Director at another NCAA or NAIA member institution;
- d) Ten (10) working days' absence of Athletic Director from duty without the University's consent;
- e) Any conduct of Athletic Director that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Athletic Director to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Athletic Director to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA;
- h) The failure of Athletic Director to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Athletic Director's employees for whom Athletic Director is administratively responsible, or a member of any team in the Program; or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Athletic Director's employees for whom Athletic Director is administratively responsible, or a member of any team in the Program if Athletic Director knew or should have known of the violation and could have prevented it by ordinary supervision.

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the President or his designee shall provide Athletic Director with notice, which notice shall be accomplished in the manner provided

for in this Agreement and shall include the reason(s) for the contemplated action. Athletic Director shall then have an opportunity to respond. After Athletic Director responds or fails to respond, University shall notify Athletic Director whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Athletic Director, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources. Provided, however, that the supplemental pay in section 4 of the attached addendum shall be paid to the Athletic Director as set forth in said section 4.

5.1.4 If found in violation of NCAA regulations, Athletic Director shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. This section applies to violations occurring at the University or at previous institutions at which the Athletic Director was employed.

5.2 Termination of Athletic Director for Convenience of University.

5.2.1 At any time after commencement of this Agreement, University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Athletic Director.

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay Athletic Director, as liquidated damages and not a penalty, the salary set forth in section 2 of the attached addendum, excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends or until Athletic Director obtains reasonably comparable employment, whichever occurs first. The University shall also pay the Athletic Director any as yet unpaid amounts of the supplemental pay set forth in section 4 of the addendum. In addition, Athletic Director will be entitled to continue his health insurance plan and group life insurance as if he remained a University employee until the term of this Agreement ends or until Athletic Director obtains reasonably comparable employment, whichever occurs first. Athletic Director shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law.

5.2.3 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Athletic Director may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Athletic Director shall constitute adequate and reasonable compensation to Athletic Director for the damages and injury suffered by

Athletic Director because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty.

5.3 Termination by Athletic Director for Convenience.

5.3.1 The Athletic Director recognizes that his promise to work for University for the entire term of this Agreement is of the essence of this Agreement. The Athletic Director also recognizes that the University is making a highly valuable investment in his employment by entering into this Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with the University before the end of the contract term.

5.3.2 The Athletic Director, for his own convenience, may terminate this Agreement during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after notice is given to the University.

5.3.3 If the Athletic Director terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Athletic Director terminates this Agreement for his convenience he shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated on or before June 30, 2005, the sum of \$30,000.00; (b) if the Agreement is terminated between July 1, 2005 and June 30, 2006 inclusive, the sum of \$20,000.00; (c) if the Agreement is terminated between July 1, 2006 and June 30, 2007 inclusive, the sum of \$10,000.00. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 The parties agree that the University will incur administrative and recruiting costs in obtaining a replacement for Athletic Director, in addition to potentially increased compensation costs if Athletic Director terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Athletic Director and the acceptance thereof by University shall constitute adequate and reasonable compensation to University for the damages and injury suffered by it because of such termination by Athletic Director. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Athletic Director terminates this Agreement because of a material breach by the University.

5.3.5 Except as provide elsewhere in this Agreement, if Athletic Director terminates this Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive all supplemental compensation and other payments.

5.4 Termination due to Disability or Death of Athletic Director.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Athletic Director becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the position of head Athletic Director, or dies.

5.4.2 If this Agreement is terminated because of Athletic Director's death, Athletic Director's salary and all other benefits shall terminate as of the last day worked, except that the Athletic Director's personal representative or other designated beneficiary shall be paid all compensation due (including any payments due under the supplemental pay of section 4 of the attached addendum) or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to the Athletic Director's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because the Athletic Director becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head Athletic Director, all salary and other benefits shall terminate, except that the Athletic Director shall be entitled to receive any compensation due (including any payments due under the supplemental pay of section 4 of the attached addendum) or unpaid and any disability-related benefits to which he is entitled by virtue of employment with the University.

5.5 Interference by Athletic Director. In the event of termination, suspension, or reassignment, Athletic Director agrees that Athletic Director will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

5.7 No Liability. The University shall not be liable to Athletic Director for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Athletic Director, regardless of the circumstances.

5.8 Waiver of Rights. Because the Athletic Director is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Athletic Director, or terminates this Agreement for good or adequate cause or for convenience, Athletic Director shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provide by the State Board of Education and its Governing Policies and Procedures Manual, and the University Policy Manual.

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University's Board of Trustees and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University's Board of Trustees; and the President; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Trustees and University's rules and policies regarding financial exigency.

6.2 University Property. All personal property (excluding vehicle(s) provided through the trade-out program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Athletic Director by the University or developed by Athletic Director on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Athletic Director's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the term of this agreement or its earlier termination as provided herein, Athletic Director shall immediately cause any such personal property, materials, and articles of information in Athletic Director's possession or control to be delivered to the President.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable

substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. The Athletic Director hereby consents and agrees that this document may be released and made available to the public after it is signed by the Athletic Director. The Athletic Director further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the University's sole discretion.

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University: President
Boise State University
1910 University Drive
Boise, Idaho, 83725

with a copy to: University Counsel
Boise State University
1910 University Drive
Boise, Idaho, 83725

the Athletic Director: Gene Bleymaier
Last known address on file with
University's Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. The Athletic Director shall not, without the University's prior written consent in each case, use any name, trade name,

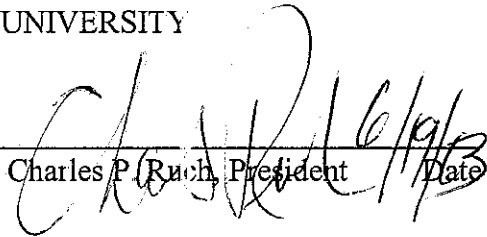
trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of his official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

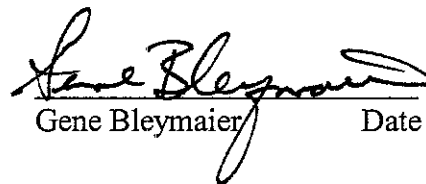
6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's Board of Trustees.

6.16 Opportunity to Consult with Attorney. The Athletic Director acknowledges that he has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

UNIVERSITY


Charles P. Ruch, President Date

ATHLETIC DIRECTOR

 6-19-03
Gene Bleymaier Date

Approved by the Board of Trustees on the 17th day of April, 2003.

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REFERENCE - APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES

Subsection: H. Policies Regarding Coaching Personnel and Athletic Directors April 2002

H. Policies Regarding Coaching Personnel and Athletic Directors (Institution Employees Only)

1. Agreements Longer Than One Year

The chief executive officer of an institution is authorized to enter into a contract for the services of a head coach or athletic director with that institution for a term of more than one (1) year, but not more than five (5) years, subject to approval by the Board as to the terms, conditions, and compensation thereunder, and subject further to the condition that the contract of employment carries terms and conditions of future obligations of the coach or athletic director to the institution for the performance of such contracts. Each contract for the services shall follow the general form approved by the Board as a model contract. Such contract shall define the entire employment relationship between the Board and the coach or athletic director and may incorporate by reference applicable Board and institutional policies and rules, and applicable law.

2. Agreements For One Year Or Less

The chief executive officer of an institution is authorized to enter into a contract for the services of a head coach or athletic director with that institution for a term of one (1) year or less without Board approval. Each contract shall follow the general form approved by the Board as a model contract. Such contract shall define the entire employment relationship between the Board and the coach or athletic director and may incorporate by reference applicable Board and institutional policies and rules, and applicable law.

3. Academic Incentives

Each contract for a head coach shall include incentives, separate from any other incentives, based upon the academic performance of the student athletes whom the coach supervises. The chief executive officer of the institution shall determine such incentives. Each institution shall report to the Board annually concerning each coach's performance relative to the academic incentives of the coach's contract.

4. Part-time Coaches Excepted

The chief executive officer of an institution is authorized to hire part-time head coaches as provided in the policies of the institution. Applicable Board policies shall be followed.

BUSINESS AFFAIRS AND HUMAN RESOURCES
DECEMBER 1, 2005

5. Assistant Coaches

The chief executive officer of the institution is authorized to hire assistant coaches as provided in the policies of the institution. Applicable Board policies shall be followed.